

**STATE OF MONTANA
INVITATION FOR BID
Department of Natural Resources & Conservation
1625 11th Ave
P.O. Box 201601
Helena, MT 59620-1601
Phone: (406) 444-2074 Fax: (406)444-2684**

THIS IS NOT AN ORDER

<u>Company Name/Address: (correct any errors)</u> 	<u>Bid No: 075360 CSW</u> <u>Bid Title: Portable Toilet & Hand Washing Station Rentals for multiple Federal and State agencies throughout the Northern Rockies Geographic Area.</u> <u>Pages 1-11, Attachments A- I</u>
<u>BIDS will be received and publicly opened at 2:00 p.m. on: 3/22/07</u>	<u>Issued by:</u> <u>Jeff Williams</u>

MARK FACE OF BID ENVELOPE UNDER YOUR RETURN ADDRESS WITH THE FOLLOWING:

IFB# 075360 CSW
3/22/07

IF NO BID RESPONSE.....(check one below)	NOTE:
<input type="checkbox"/> <u>Take me off the vendors list for this class item.</u>	<u>This solicitation is being issued under NAICS Code 562991.</u>
<input type="checkbox"/> <u>Keep me on the vendors list for this class item.</u>	
<input type="checkbox"/> <u>Other:</u>	

PLEASE COMPLETE

<u>Delivery Date:</u>	<u>Payment Terms: Net 30 Days</u>
<u>Company Name/Address:</u> <u>(if different)</u>	<u>Phone:</u> <u>Fax:</u>
<u>Bidder Name:</u> <u>(please print)</u>	<u>Federal I.D. No.:</u>
<u>Signature of Bidder:</u>	

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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Questions and Answers

Offerers are encouraged to submit written questions or clarifications regarding this IFB. Written questions must clearly identify the IFB number, specific section, page and item in this IFB. Oral questions will not be entertained. All written questions must be received no later than 5:00 PM MST, on 3/1/07 and addressed to:

Department of Natural Resources and Conservation
Contracts Officer, Jeffry W. Williams
Questions for IFB #075360 CSW
P.O. Box 201601
Helena, MT 59620-1601
Fax: (406) 444-2684

Written questions received after this deadline may be rejected. Written responses will be posted at <http://gsd.mt.gov/osbs/Results.asp?AgencyID=dnrc1> on or before 3/9/07.

Introduction

The purpose of this solicitation and resulting multiple agreements, is to establish terms, conditions and specifications for rental of portable toilets and hand washing stations used in support of fire suppression and all-risk activities for multiple federal and state agencies throughout the Northern Rockies Geographic Area. The term of these agreements will be for approximately one year from the effective date.

Individual orders will be placed against the Agreement. Since the equipment needs of governmental or county coop agencies and availability of Contractor's equipment during and emergency cannot be determined in advance, it is mutually agreed that, upon request of the agencies, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The government/coop agency is not obligated to place nor is the Contractor obligated to accept and order under the Agreement, but if an order is placed and accepted, all the terms and conditions set forth

shall be met. There is no minimum or maximum guarantee as to the number of orders that may be placed under this Agreement.

The Montana Department of Natural Resources and Conservation (DNRC), The Idaho Department of State Lands (IDSL), the USDA Forest Service (FS), the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), Fish and Wildlife Service (FWS), and the National Park Service (NPS), are hereby authorized to use the agreement in accordance with the terms and conditions set forth herein.

NOTE: When equipment covered by the agreement is under hire by one of the federal agencies, Attachments A, B, C, D and E will apply. When equipment covered by the agreement is under hire by the State of Montana DNRC, Attachments A, C, E and the DNRC general terms and conditions will apply. When equipment covered by the agreement is under hire by the State of Idaho Department of state lands, Attachments A, C, F will apply. A given piece of equipment can be under hire to only one agency at a time.

Any interpretation, correction, or change of this Invitation for Bid (IFB) will be made by **written Addendum**. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections, or changes.

The DNRC Procurement Bureau will issue any necessary Addenda. It is the bidders responsibility to check the State of Montana website at <http://gsd.mt.gov/osbs/Results.asp?AgencyID=dnrc1> to keep abreast of any addenda.

DIVISION A. GENERAL INFORMATION

DNRC in conjunction with the USDA Forest Service and it's cooperators is in the process of setting up agreements to provide portable toilets and hand washing stations used in support of fire suppression and all-risk activities . This IFB is to give you the opportunity to furnish your prices for portable toilets, hand washing stations and related services. The end result of this IFB will be lists of pre-qualified vendors and the price for which they have agreed to furnish portable toilets and /or hand washing stations and related services. **Contractors may submit bids for either portable toilets and hand washing stations or both.** There will be two separate lists resulting from this bid.

Approximately 3 weeks after bid due date, the results will be posted at <http://www.dnrc.mt.gov/forestry/fire/business/forms.asp> . These lists will be per location and price. government will use these lists if and when the need develops. There is no guarantee the listed vendors will be called to supply portable toilets or hand washing stations. Although price will be the primary consideration, due to the exigency nature of fire suppression and all risk activities, factors other than price (such as location, ability to meet timeframes, number of units available etc.) may be considered prior to placing an order.

1.0 EMERGENCY EQUIPMENT RENTAL AGREEMENTS (EERA's)

The DNRC will issue EERA Agreements to the qualified bidders. DNRC issued EERA's from the previous fire season are no longer in effect.

2.0 PROCEDURE FOR PLACING ORDERS. When portable toilets and or hand washing stations are needed, the government employee or representative responsible for ordering will generally consult the lists, phone the vendor who is able to supply at the most economic price. The ordering official will take into consideration the total price including mileage to the camp location (unless exigency

circumstances exist as noted above) and inform that vendor of the quantity and arrangements for delivery. If that vendor is unable to meet the requirements, the vendor on the list with the next most economic price will be contacted etc. The next time the service is required, the same process will be followed.

NOTE: For portable toilets and hand washing stations,, the daily rate shall be "All Inclusive". The rate shall include delivery, daily rent, one service call per day, and pickup within a 75 mile radius (see 2.1 below). Mileage (over 75 mile radius) will be paid for the vehicle performing the delivery, servicing, pick-up and relocation functions.

2.1 75 mile radius. The references to the 75 mile radius mean the government will not pay mileage for the first 75 miles one way (150 miles round trip) for delivery or service calls. The extra mileage payment is for a maximum of one trip per day (exclusive of extra service calls ordered by the incident) and is to be computed from the vendor's base or lodging point to the incident(s) and back to their base or lodging point via a dump station.

If a vendor is claiming mileage over the 75 radius, the vendor must submit documentation from one of the online route/direction web sites.

Example A: The vendor delivers or services 10 toilets to a camp 50 miles from their base or lodging point. The vendor is required to travel an additional 10 miles out of their way to stop at a dump station. The total round trip via a dump station would be 110 miles. There wouldn't be any mileage paid because it is less than 150 miles.

Example B: The vendor delivers or services 10 toilets to a camp 50 miles from their base plus five toilets at a spike camp which is 30 miles from the main camp (the same resource order). The vendor also travels an additional 10 miles out of their way to stop at a dump station. In this case the total mileage would be 170 miles. The vendor would be entitled to claim 20 miles.

The 75 mile radius does not mean a vendor is not entitled to any mileage if their base or lodging point is within 75 miles of the incident.

2.2 Remote Travel Hourly Rate-Primitive Roads*. A separate hourly charge for travel time driven on primitive roads shall be paid under the following conditions:

- a. The distance traveled on primitive road exceeds 1/2 mile from the improved road**.

*** Primitive roads are roads designated on U.S. Forest Service Visitor maps with = = = = or as designated by government personnel at the location responsible for the administration of the agreement.**

**** Improved roads are roads designated on U.S. Forest Service Visitor maps with _____.**

b. If claiming the hourly rate for remote travel, mileage traveled on the primitive road shall not be included in the daily mileage. Travel time will be included on the shift ticket and approved by appropriate incident personnel.

2.3 Five Units or Less. The government will waive the 75 mile radius requirement and pay actual mileage if **five** units or less **are ordered**. In other words, the 75 mile radius kicks in with the ordering of

six or more units. This does not mean if a vendor is unable to deliver the units ordered in one trip the government will pay mileage for two trips or second vehicles. Ie. Ten toilets are ordered and the vendor can only haul six on one truck and four on another. The order was for Ten units. The truck hauling four units would not be considered as less than five units.

3.0 SERVICE CALLS AND PUMPING. Service trucks for pumping blackwater from portable toilet units may not be used for servicing and pumping greywater from wash station units unless they are specifically designed for this use and have properly labeled compartmental units which meet all federal, state and local sanitation regulations.

4.0 TIMEKEEPING - Time will be submitted using daily shift tickets and verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded for daily usage, and whole miles for mileage. **Equipment furnished under the agreement is not subject to pro-rating on the 1st or last day.**

4.1 Daily, Weekly and Monthly Rates :

Daily Rate – The rate that will be paid **per unit per day** for rental periods from one to seven days.

Weekly Rate – The rate which will be paid **per unit per day** for rental periods from eight to thirty days.

Monthly Rate - The rate that will be paid **per unit per day** for rental periods of thirty-one plus days.

In the following examples, assume the vendor has submitted a daily rate of \$50, a daily rate of \$45 per day if rented for more than seven days up to thirty days and a daily rate of \$40 if rented for thirty –one plus days.

Example 1. A vendor has 10 units at a fire camp for six days. The payment will be based on the daily rate submitted by the vendor. $10 \times 6 \times \$50 = \3000.00

Example 2. A vendor has 10 units at a fire camp for 15 days. The payment will be based on the weekly rate submitted by the vendor. $10 \times 15 \times \$45 = \6750.00

Example 3. A vendor has 10 units at a fire camp for 35 days. The payment will be based on the monthly rate submitted by the vendor. $10 \times 35 \times \$40 = \$14,000.00$

It is the contractor's decision whether or not to discount their normal daily rate for extended time periods.

5.0 CENTRAL CONTRACTOR REGISTRATION DATABASE (CCR) - Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement they shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

6.0 INSPECTIONS – Arrangements for inspections of portable toilets and hand washing stations will be made at time of order. The inspections will take place either at the location of the Dispatch office placing the order or at the location of the incident camp. This will depend upon logistical considerations at the time of hire.

When submitting equipment for inspection, the contractor must bring the following documentation:

- Annual Department of Transportation Inspection Reports
- Proof of insurance
- Current vehicle registration
- Certified fully loaded weight receipt and/or after market certification
- Proof of Workers Compensation or legal exemption.

NOTE: Due to the immediate needs dictated by fire suppression and all-risk activities, the normal procedures to document contractor deviations cannot be followed. If the contractor services/equipment fails to meet or exceed requirements, the contracting agency may take whatever steps are necessary to obtain services/equipment which meets their needs. This may include but is not be limited to rejecting the equipment and going to the next qualified vendor. The vendor shall not have any claims or payments due for equipment rejected for not meeting the specifications/requirements contained herein.

7.0 BILLING – Each Host Agency is responsible for their incident payments.

Payment office will be designated in Block 9 on the Emergency Equipment - Use Invoice, Form OF-286.

Federal agency fire payments will be processed and paid by one of the national fire payment centers. The States of Montana, North Dakota, and Idaho will process payments for their fires.

8.0 NON-COMPLIANCE – In the event a vendor's service or equipment does not meet the specifications set forth herein, the government personnel responsible for ordering the equipment shall contact the vendor to explain and document what is necessary to bring the vendor into compliance. If the vendor fails to meet specifications a second time, the vendor will be removed from the list.

DIVISION B: TECHNICAL SPECIFICATIONS:

1.0 Portable Toilets: Standard Units

- 1.10 Storage tanks must be a minimum of 35 gallons with no leaks.
- 1.11 Doors must be securely fastened to the frame.
- 1.12 Door must have an "IN USE" sign when latched from the inside.
- 1.13 Floors shall be solid and secured to the side walls.
- 1.14 Air stacks for ventilation shall be one piece construction.
- 1.15 Urinals shall not be cracked or leak and shall drain into the holding tank.
- 1.16 Toilet seats shall be made of a plastic substance for easy cleaning.
- 1.17 Toilet seats shall be two pieces, one of plastic to sit upon and a plastic lid to cover seat with toilet seat tight to container holder.
- 1.18 Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls.
- 1.19 One (1) 12 oz. PURELL® (or equal) Instant Hand Sanitizer PumpDispenser Bottle. Kills 99.9% of most common germs that may cause illness, without soap or water.
- 1.20 Owner's name shall be labeled on two visible sides of the toilet and must include a numbering system for accountability and financial documentation.

2.0 Portable Toilets: Handicap Units

- 2.10 Storage tanks must be a minimum of 35 gallons with no leaks.
- 2.11 Doors must be securely fastened to the frame.
- 2.12 Door must have an "IN USE" sign when latched from the inside.
- 2.13 Floors shall be solid and secured to the side walls.
- 2.14 Air stacks for ventilation shall be one piece construction.
- 2.15 Urinals are not required in handicap units.
- 2.16 Toilet seats shall be made of a plastic substance for easy cleaning.
- 2.17 Toilet seats shall be two pieces, one of plastic to sit upon and a plastic lid to cover seat with toilet seat tight to container holder.

2.18 Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls.²

2.19 One (1) 12 oz. PURELL® (or equal) Instant Hand Sanitizer Pump Dispenser Bottle. Kills 99.9% of most common germs that may cause illness, without soap or water.

2.20 Owner's name shall be labeled on two visible sides of the toilet and must include a numbering system for accountability and financial documentation.

2.21 These units shall conform to ADA regulations for handicap accessible portable toilets including an access ramp.

3.0 Service Calls - Includes cleaning , sanitizing, pumping and refilling of supplies and liquids. One service call per day shall be included in the daily rate.

3.1 Cleaning

3.1.1 Acceptably cleaned toilets will have no objectionable odors. Toilet bowls and urinals shall be cleaned, on a daily basis, without soap films, scratches, corrosion and incrustations; edges, crevices, traps, holes and rims will be clean.

Disinfectants will be used on toilet bowls and other fixtures.

All restroom cleaning supplies are contractor's responsibility.

3.1.2 Refill Toilet Paper

Supplying toilet paper is solely the contractor's responsibility.

3.1.3 Replace liquid hand sanitizer as needed.

Supplying hand sanitizer is solely the contractor's responsibility.

3.1.4 Wash Toilet Walls and Door(s)

Partitions, walls and doors shall be clean and free of streaks and markings.

3.1.5 Clean Toilet Floors

All floors must be swept, mopped and free from spots, streaks, marks, dust, dirt and debris, even in corners. The immediate areas around the urinals and toilets must be well scrubbed with disinfectant.

3.2 Pumping & Refilling

For service calls, mileage shall be computed from the vendor's base or lodging point to the toilet location and return to one of the above via dump station.

3.3 Cleaning procedures

All cleaning procedures are required to meet applicable current Federal, State and local laws or regulations, Federal, and State Potable Water Codes, OSHA standards and other contractual requirements.

4.0 Hand Washing Stations

4.1 Portable-Two Stations (two basins). Specifications 4.10 – 4.50 are approximates and slight variance will be acceptable as long as the performance of the units bid is comparable.

- 4.11 Height 54"
- 4.12 Width 24"
- 4.13 Fresh Volume 43 gal.
- 4.14 Waste Volume 47 gal.
- 4.15 Approx # of Uses
Between service 630
- 4.16 Foot operated pump
- 4.17 Liquid Soap (phosphate-free) Dispenser
- 4.18 Paper towel Dispenser

4.2 Mobile-Eight Station – Each individual mobile hand washing station shall have at a minimum, the following:

- 4.21 At least eight (8) Wash basins (sinks) per unit
- 4.22 Have 400 gallons of gray and 400 gallons potable water holding capacity. If bladder bags are used, each bag shall have the size and description stenciled on the bag in letters no less than 4 inches high. (For example: "400 GAL POTABLE WATER" or "400 GAL GRAY WATER")
- 4.23 The ability to maintain hot water (a minimum temperature of 101 degrees F) and cold water through a mixing faucet that allows for the washing of both hands while the water is running.
- 4.24 The contractor shall provide paper towels and phosphate-free liquid soap for every two sinks.
- 4.25 Wash basins (sinks) must have the ability to hold water with built in or attached chain link stoppers.
- 4.26 Mirrors are optional. However if provided, shall have a mirror for each sink or one solid mirror which provides viewing at each sink.
- 4.27 Wash basins (sinks) spaced no closer than 24" on center.
- 4.28 Adequate self-contained outside lighting for use of the hand washing station in darkness.
- 4.29 Provisions to prevent incident personnel from standing in water puddles or mud on the ground around the sinks.

4.3 Optional - Eight Station – Each individual mobile hand washing station shall have at a minimum, the following:

- 4.31 At least eight (8) Wash basins (sinks) per unit
- 4.32 Have 500 gallons of potable water holding capacity. Potable water vehicles may not be used for this water storage and 1000 gallon gray water storage capacity.

- 4.33 The ability to maintain hot water (a minimum temperature of 101 degrees F) and cold water through a mixing faucet that allows for the washing of both hands while the water is running.
- 4.34 The contractor shall provide paper towels and phosphate-free liquid soap for every two sinks.
- 4.35 Wash basins (sinks) must have the ability to hold water with built in or attached chain link stoppers.
- 4.36 A mirror for each sink or one solid mirror which provides viewing at each sink.
- 4.37 Wash basins (sinks) spaced no closer than 24" on center.
- 4.38 Adequate self-contained outside lighting for use of the hand washing station in darkness and a minimum of 4 electrical outlets (120V).
- 4.39 Provisions to prevent incident personnel from standing in water puddles or mud on the ground around the sinks.

4.4 Custom Units

Contractors may offer to supply custom made units. If doing so, the contractor must supply a complete list of specifications similar to those listed in 4.1 through 4.3 above. Failure to supply specifications will be cause to determine the offer to be non-responsive and removed from further consideration.

4.5 Additional Safety Equipment

All equipment (including optional equipment) is required to meet current Federal, State and local laws or regulations, the NEC, the UPC, Federal, and State Potable Water Codes, OSHA standards and other contractual requirements. Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24). All Stationary equipment shall be supplied with oil spill prevention pads or containment units, under the fuel tank, engine and any other petroleum container, except miscellaneous "safety cans" under 10 gallons. Stationary equipment is defined as that remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours.

5.0 Service Calls - 2 Sink Units -One service call per day shall be included in the daily rate.

NOTE: For two sink units the grey water disposal and potable water for re-filling will be the contractor's responsibility and shall be included in the daily rate.

5.1 Cleaning

- 5.1.1 Wash down with cleanser. Unit shall be clean and free of streaks and markings.

All cleaning supplies are contractor's responsibility.

- 5.1.2 Refill Paper Towels

Supplying paper towels is solely the contractor's responsibility.

- 5.1.3 Refill soap dispenser

Supplying liquid soap is solely the contractor's responsibility.

5.2 Grey water disposal and re-filling with potable water shall be the contractor's responsibility and included in the daily rate.

For service calls, mileage shall be computed from the vendor's base or lodging point to the toilet location and return to one of the above via dump station.

6.0 Service Calls 2 + Sink Units -One service call per day shall be included in the daily rate.

6.1 Cleaning

6.1.1 Wash down with cleanser. Unit shall be clean and free of streaks and markings.

All cleaning supplies are contractor's responsibility.

6.1.2 Refill Paper Towels

Supplying paper towels is solely the contractor's responsibility.

6.1.3 Refill soap dispenser

Supplying liquid soap is solely the contractor's responsibility.

6.2 Grey water disposal and re-filling with potable water shall be the governments responsibility.

ATTACHMENT A

SAMPLE EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address)		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT				
		2. AGREEMENT NUMBER				
4. CONTRACTOR a. name and address		3. EFFECTIVE DATES a. beginning			b. ending	
		5. POINT OF HIRE (location when hired) Location at time of hire.				
SSN or Tax ID# EMAIL Address:		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <u> X </u> CONTRACTOR <u> </u> GOVERNMENT				
c. telephone number (day)		7. OPERATOR FURNISHED BY <u> X </u> CONTRACTOR <u> </u> GOVERNMENT				
d. telephone number (night)						
8. TYPE OF CONTRACTOR (X appropriate boxes) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> VETERAN/DISABLED VETERAN <input type="checkbox"/> HUB ZONE <input type="checkbox"/> LOCAL GOV'T?FED> EMPLOYEE						
9. ITEM DESCRIPTION	10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE (8 or more hours)
		a. rate	b. unit	a. rate	b. unit	
Portable Toilet Rental (includes rental, one (1) daily service call and mileage within 75 miles of vendor base)	1	\$50.00 \$45.00 \$40.00	Day (1 to 7 days) Day (8 to 30 days) Day (31 + days)	N/A	N/A	N/A
Handicapped Portable Toilet (includes rental, one (1) daily service call and mileage within 75 miles of vendor base)	1	\$70.00 \$65.00 \$60.00	Day (1 to 7 days) Day (8 to 30days) Day (31 +days)	N/A	N/A	N/A
Service calls/Delivery/Pickup: - Over 75 mi. radius or delivery for less then 5 units or less to a location		\$2.00	mi. (See 14.d.)	N/A	N/A	N/A
Additional Service Calls (per unit, If ordered)		\$25.00	Ea.	N/A	N/A	N/A
Remote Travel Hourly Rate-Primitive Roads		\$75.00	Hr.			
Mileage over 75 mile radius (75 miles one way or 150 miles round trip). If a vendor is claiming mileage over the 75 radius, the vendor must submit documentation from one of the online route/direction web sites.		\$2.00	Mi.			
Reset Fee within camp area		\$20.00	Ea.		Mi. (See 14.e.)	N/A
14. SPECIAL PROVISIONS (a.) The Provisions of IFB CSW and General Clauses along with replacement clauses are attached and incorporated herein. See attached DNRC General Provisions, Federal Acquisition Regulations (FAR) clauses, NRCG Supplemental Terms and Conditions to the General Clauses of the EERA, OF-294, and the Register of Wage Determination Under the Service Contract Act. b. For service calls, mileage shall be calculated from the vendor's base or lodging point to the toilet location and return to one of the above via dump station. Service includes cleaning, sanitizing, pumping and refilling of supplies and liquids. c. Contractor is responsible for proper removal and disposal of wastewater. Contractor is responsible for all permits. Disposal fees to the nearest						

dump site, if applicable, will be reimbursed by the government. Receipts are necessary for payments.

d. On day of delivery a service charge will be made only if another service call plus mileage to the site is required that same day. Mileage to be paid for delivery of 5 units or less to a location. There will be no pickup charge except for service and mileage the last day.

e Reset fee: No mileage paid within the camp area. Mileage only will be charged for each trailer load if units are to be moved outside of the camp location. One day notification is required so contractor can bring required trailer for moving units.

f. Equipment furnished under the agreement is not subject to pro-rating on the 1st or last day.

** For the purpose of this ERA, an operational period is 24 hours.

Due to the immediate needs dictated by wildland fire fighting activities, the normal procedures to document contractor deviations cannot be followed. If the contractor services/equipment fails to meet or exceed requirements, the contracting agency may take whatever steps are necessary to obtain services/equipment which meets their needs

f. This EERA is void if not presented with a valid Incident Specific Resource Order or Number

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	15. a. PRINT NAME AND TITLE	15. b. DATE
16. DNRC CONTRACTING OFFICER'S SIGNATURE	16. a. PRINT NAME AND TITLE	16. b. DATE
17.. FEDERAL CONTRACTING OFFICER'S SIGNATURE	17. a. PRINT NAME AND TITLE	17. b. DATE

ATTACHMENT B

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
2006 UPDATE FOR
EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), FORM OF-294**

Replace any earlier versions of FAR clauses with the following:

52.252-2 Clauses Incorporated by Reference (Feb 1998) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

52.212-04 Contract Terms and Conditions—Commercial Items (Feb 2007)

52.208-4 Vehicle Lease Payments (Apr 1984)

52.208-5 Condition Of Lease Vehicles (Apr 1984)

52.208-6 Markings Of Leased Vehicles (Apr 1984)

52.236-7 Permits and Responsibilities (Nov 1991)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS
(Nov 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

- ☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ☐ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☐ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ☐ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.204-7 Central Contractor Registration.

As prescribed in 4.1104, use the following clause:

CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12,

the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.247-21 Contractor Liability For Personal Injury And/Or Property Damage (APR 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(INSTRUCTIONS TO CONTRACTING OFFICER—UPON COMPLETION OF THESE PROVISIONS BY THE CONTRACTOR, RETAIN IN THE CONTRACT FILE)

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is

based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act—Free Trade Agreements—Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL
AGREEMENT FORM OF-294 (2006 TEST FORM)

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smokey conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (column 13) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates** (column 14) shall apply when specified.

3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

4. **Daily Rate** (column 13) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

(a) **Shift Basis (Portion of calendar day)**

- 1) **Single Shift** - (SS) is staffed with one operator or one crew
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
- 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being

withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

CLAUSE 8. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:

(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.

2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;

3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:
www.fmcsa.dot.gov

CLAUSE 14. Claim Settlement Authority: For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

CLAUSE 15. Changes: Changes to Emergency Equipment

Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

CLAUSE 17. Work Rest and Length of Assignment: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov

CLAUSE 18. Harrassment Free Workplace: Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov

CLAUSE 19. Definitions - The following definitions for Block 10 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
By direction of the Secretary of Labor		
William W. Gross Director	Division of Wage Determinations	Wage Determination No: 1995-0221 Revision No: 16 Date of Revision: 05/23/2006

NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.

Alaska: Entire state.

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
(not set) - Emergency Medical Technician	
Alaska	13 .36
Midwestern Region	12 .13
Hawaii	11 .56
Northeast Region	13 .38
Western Region	13 .19
Southern Region	12 .31
(not set) - Environmental Protection Specialist	
Alaska	30 .84
Hawaii	28 .55
Northeast Region	31 .12
Western Region	27 .33
Midwestern Region	25 .95
Southern Region	26 .43
(not set) - Fire Safety Professional	
Alaska	30 .84

	Midwestern Region	25 .95
	Southern Region	26 .43
	Hawaii	28 .53
	Northeast Region	31 .12
	Western Region	27 .33
05190 - Motor Vehicle Mechanic		
	Alaska	23 .92
	Southern Region	16 .51
	Hawaii	15 .90
	Northeast Region	17 .73
	Western Region	19 .10
	Midwestern Region	18 .89
05220 - Motor Vehicle Mechanic Helper		
	Alaska	17 .31
	Hawaii	12 .24
	Northeast Region	13 .80
	Western Region	12 .93
	Midwestern Region	12 .25
	Southern Region	10 .66
11300 - Refuse Collector		
	Alaska	10 .42
	Hawaii	9 .64
	Western Region	8 .68
	Midwestern Region	8 .92
	Southern Region	6 .75
	Northeast Region	10 .18
21071 - Forklift Operator		
	Alaska	19 .87
	Midwestern Region	14 .28
	Southern Region	11 .80
	Hawaii	15 .48
	Northeast Region	13 .96
	Western Region	15 .27
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		
	Northeast Region	11 .17
	Western Region	11 .49
	Alaska	12 .84
	Hawaii	10 .12
	Southern Region	10 .86
	Midwestern Region	11 .34
23160 - Electrician, Maintenance		
	Alaska	28 .44
	Midwestern Region	21 .35
	Northeast Region	22 .89
	Hawaii	24 .51
	Southern Region	18 .25
	Western Region	21 .79
23440 - Heavy Equipment Operator		
	Alaska	23 .26
	Midwestern Region	18 .89
	Southern Region	16 .51
	Hawaii	16 .55

	Northeast Region	17 .73
	Western Region	19 .10
23470 - Laborer		
	Alaska	14 .12
	Midwestern Region	11 .49
	Southern Region	9 .34
	Hawaii	13 .70
	Northeast Region	11 .59
	Western Region	10 .85
23530 - Machinery Maintenance Mechanic		
	Midwestern Region	16 .37
	Alaska	26 .54
	Western Region	16 .23
	Northeast Region	17 .12
	Hawaii	26 .19
	Southern Region	12 .96
23580 - Maintenance Trades Helper		
	Alaska	19 .40
	Midwestern Region	15 .41
	Hawaii	14 .97
	Western Region	13 .37
	Southern Region	13 .03
	Northeast Region	14 .39
27070 - Firefighter		
	Alaska	10 .75
	Northeast Region	7 .39
	Hawaii	8 .76
	Midwestern Region	6 .72
	Southern Region	6 .78
	Western Region	7 .39
31030 - Bus Driver		
	Midwestern Region: 1 1/2 to 4 tons	16 .08
	Midwestern Region: over 4 tons	16 .81
	Midwestern Region: under 1 1/2 tons	12 .04
	Southern Region: 1 1/2 to 4 tons	14 .70
	Southern Region: over 4 tons	15 .23
	Southern Region: under 1 1/2 tons	8 .18
	Alaska	19 .52
	Hawaii	12 .67
	Northeast Region: 1 1/2 to 4 tons	16 .49
	Northeast Region: over 4 tons	17 .21
	Northeast Region: under 1 1/2 tons	12 .79
	Western Region: 1 1/2 to 4 tons	15 .14
	Western Region: over 4 tons	15 .57
	Western Region: under 1 1/2 tons	9 .54
31361 - Truckdriver, Light Truck		
	Alaska	18 .27
	Midwestern Region	12 .04
	Southern Region	8 .18
	Hawaii	9 .99
	Northeast Region	12 .79
	Western Region	16 .

31362 - Truckdriver, Medium Truck	
Alaska	19 .81
Midwestern Region	16 .08
Southern Region	14 .64
Hawaii	12 .66
Northeast Region	16 .49
Western Region	17.98
31363 - Truckdriver, Heavy Truck	
Alaska	20 .91
Northeast Region	17 .21
Southern Region	15 .23
Hawaii	13 .82
Western Region	19.17
Midwestern Region	16 .81
31364 - Truckdriver, Tractor-Trailer	
Midwestern Region	20 .00
Southern Region	16 .01
Northeast Region	17 .33
Western Region	19.17
Alaska	22 .02
Hawaii	14 .06

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.32 per hour, or \$52.80 per week, or \$228.80 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.01 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to

ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Emergency Medical Technician

Provides para-professional medical services activities, including medical, minor surgical, evacuation and related administrative task under supervision of the physician in charge.

Environmental Protection Specialist

(Occupation Description Not Available)

Fire Safety Professional

(Occupation Description Not Available)

ATTACHMENT E Montana Specific Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:

The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the DNRC Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the DNRC Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in

Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the DNRC Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 11/03

ATTACHMENT F. Idaho Department of Lands Standard Terms & Conditions, Office Locations

1. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated

or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

2. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

4. INSURANCE

Prior to the commencement of work under this contract, and until all work specified herein is completed, the Contractor shall maintain in effect all insurance as set forth below and shall comply with all limits, terms and conditions stipulated within the insurance policy(ies). Contractor shall provide the Idaho Department of Lands with a Certificate of Insurance verifying such coverage. Work under the contract shall not commence until evidence of all required insurance is provided to the State.

- a. The Contractor shall maintain and pay for any applicable worker's compensation insurance and will provide a certificate of same.

5. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

6. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

7. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

8. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

9. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

10. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

11. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

12. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

13. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

14. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies

15. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

16. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond if a bond is required under the provisions of this contract.
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance or work within five (5) days after it has been brought to his attention.
 - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
 - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - (3) If requested by the State, deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This

paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any incomplete or unsatisfactory work.

- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work stated in this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

17. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

18. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

19. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

20. ENTIRE AGREEMENT

This contract, together with all attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous discussions, representations, commitments, and all other communications, both oral and written, between the parties.

21. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

IDAHO DEPARTMENT OF LANDS OFFICE LOCATIONS

Cataldo

[Bill Cowin](#) – Area Supervisor
80 Hilltop Overpass Road
Kingston, ID 83839.
Phone: (208) 682-4611
Fax: (208) 682-2991
Gary Darrington
Kjell Truesdell

Craig Mountain

Thom Hawkins - Area Supervisor
PO Box 68
Craigmont ID 83523
Phone: (208) 924-5571
Fax: (208) 924-5571
Kevin Benton
Tim Tevebaugh

Eastern Idaho

Bob Brammer – Area Supervisor
3563 Ririe Highway
Idaho Falls, ID 83401.
Phone: (208) 525-7167
Fax: (208) 525-7178.
Dennis Page

Kootenai Valley

Scott Bacon – Area Supervisor
Route 4, Box 4810
Bonners Ferry, ID 83805.
Phone: (208) 267-5577
Fax: (208) 267-8301
Eric Haase
Chris Lund

Maggie Creek

Jim Clapperton - Area Supervisor
Route 2 Box 190
Kamiah, ID 83536
Phone: (208) 935-2141
Fax: (208) 935-0905
Dave Summers
Chris Gerhart
Byron Steinacher

Mica

[Mike Denney](#) – Area Supervisor
3706 Industrial Avenue S.
Coeur d'Alene, ID 83815.
Phone: (208) 769-1577
Fax: (208) 769-1597.
Dan Brown

Pend Oreille Lake

Ed Robinson – Area Supervisor
2550 Highway 2 West
Sandpoint, ID 83864.
Phone: (208) 263-5104
Fax: (208) 263-0724.
Chris Remsen
Ken Homik

Ponderosa

[Nolan Noren](#) - Area Supervisor

3130 Highway 3

Deary, ID 83823

Phone: (208) 877-1121

Fax: (208) 877-1122.

[Roger Kechter](#)

Jason Svancara

Priest Lake

[Mick Schanilec](#) – Area Supervisor

4053 Cavanaugh Bay Road

Coolin, ID 83821

Phone: (208) 443-2516

Fax: (208) 443-2162

Dale Martin

Len Young

South Central

Tim Duffner - Area Supervisor

PO Box 149

Gooding, ID 83330

Phone: (208) 934-5606

Fax: (208) 934-5362

Southwest

Steve Douglas – Area Supervisor

8355 West State Street

Boise, ID 83703.

Phone: (208) 334-3488

Fax: (208) 853-6372.

Kurt Houston

Dan Christman

Roy Peckham

St. Joe

Dean Johnson – Area Supervisor

1806 Main Avenue

St. Maries, ID 83861.

Phone: (208) 245-4551

Fax: (208) 245-4867

Arlo Slack

Clearwater-Potlatch Timber Protective Assn.

Howard Weeks – Chief Fire Warden

10250 Highway 12, Orofino, ID 83544

Phone: (208) 476-5612

Fax: (208) 476-7218

Rusty Eck

John Cunningham

Southern Idaho Timber Protective Assn.

Mark Woods – Fire Warden

555 Deinhard Lane, McCall ID 83638

Phone: (208) 634-2268

Fax: (208) 634-5117

Tom Binder

ATTACHMENT G. SAMPLE INSPECTION CHECKLISTS

Inspection Item – 8 sink or Custom Units

Yes No

At least eight (8) Wash basins (sinks) per unit

Have 400 gallons of gray and 400 gallons potable water holding capacity. If bladder bags are used, each bag shall have the size and description stenciled on the bag in letters no less than 4 inches high. (For example: “400 GAL POTABLE WATER” or “400 GAL GRAY WATER”)

The ability to maintain hot water (a minimum temperature of 101 degrees F) and cold water through a mixing faucet that allows for the washing of both hands while the water is running.

The contractor shall provide paper towels and phosphate-free liquid soap for every two sinks.

Wash basins (sinks) must have the ability to hold water with built in or attached chain link stoppers.

Mirrors are optional. However if provided, shall have a mirror for each sink or one solid mirror which provides viewing at each sink.

Wash basins (sinks) spaced no closer than 24” on center.

Adequate self-contained outside lighting for use of the hand washing station in darkness.

Provisions to prevent incident personnel from standing in water puddles or mud on the ground around the sinks.

Inspectors Signature:

Inspection Date:

Contractors Signature:

Inspection Item - Handicap Units

Yes

No

Storage tanks must be a minimum of 35 gallons with no leaks.

☐

Doors must be securely fastened to the frame.

☐

Door must have an "IN USE" sign when latched from the inside.

☐

Floors shall be solid and secured to the side walls.

☐

Air stacks for ventilation shall be one piece construction.

☐

Toilet seats shall be made of a plastic substance for easy cleaning.

☐

Toilet seats shall be two pieces, one of plastic to sit upon and a plastic lid to cover

☐

seat with toilet seat tight container holder.

☐

Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls.

☐

Owner's name shall be labeled on two visible sides of the toilet and must include a numbering system for accountability and financial documentation.

☐

These units shall conform to ADA regulations for handicap accessible portable toilets including an access ramp.

☐

Inspectors Signature:

Inspection Date:

Contractors Signature:

Inspection Item - Portable Toilets

Yes No

Storage tanks must be a minimum of 35 gallons

Storage tanks must be leak free

Doors must be securely fastened to the frame.

Door must have an "IN USE" sign when latched from the inside

Floors shall be solid and secured to the side walls.

Air stacks for ventilation shall be one piece construction

Urinals shall not be cracked or leak and shall drain into the holding tank

Toilet seats shall be made of a plastic substance for easy cleaning

Toilet seats shall be two pieces, one of plastic to sit upon and a plastic lid to cover seat with toilet seat tight to container holder

Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls

Owner's name shall be labeled on two visible sides of the toilet and must include a numbering system for accountability and financial documentation

Inspectors Signature:

Inspection Date:

Contractors Signature:

Agency Payment Offices

USDA Forest Service	USDA Forest Service Albuquerque Service Center Incident Business 101B Sun Ave. NE Albuquerque, NM 87109
National Park Service	National Park Service Accounting Operations Center P.O. Box 100000 13461 Sunrise Valley Drive Herndon, VA 20171
Bureau of Land Management	Invoice returned to the BLM Local Incident Host Agency
Bureau of Indian Affairs Billings, Rocky Mountain Region	Bureau of Indian Affairs, Rocky Mountain Region Attn: Contracting 316 N. 26 th Street Billings, MT 59101
Bureau of Indian Affairs Portland, Northwest Region	Bureau of Indian Affairs, Northwest Regional Office 911 NE 11 th Avenue Portland, Oregon 97232
US Fish and Wildlife Service	U.S. Fish and Wildlife Service- - Fire Office Attn: Pat Richardson P.O. Box 25486, MS60130 Denver, CO 80225
State of Idaho	IDL 3780 Industrial Ave. S Coeur d'Alene, ID 83818
State of Montana	MT DNRC PO Box 201601 Helena, MT 59601-1601
State of North Dakota	State Foresters Office 307 First Street East Bottineau, ND 58318 Attn: Brenda Johnson (701) 228-5422

